

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 5

FORD ROAD LANDFILL SITE
ELYRIA, LORAIN COUNTY, OHIO

ADMINISTRATIVE ORDER BY
CONSENT PURSUANT TO
SECTIONS 104, 107 AND 122 OF CERCLA

TABLE OF CONTENTS

I.	<u>JURISDICTION AND GENERAL PROVISIONS</u>	1
II.	<u>PARTIES BOUND</u>	2
III.	<u>STATEMENT OF PURPOSE</u>	3
IV.	<u>FINDINGS OF FACT</u>	3
V.	<u>CONCLUSIONS OF LAW AND DETERMINATIONS</u>	7
VI.	<u>NOTICE</u>	8
VII.	<u>WORK TO BE PERFORMED</u>	8
	1. <u>Designation of Contractor, Project Coordinator, or Remedial Project Manager</u>	9
	2. <u>Scoping</u>	10
	3. <u>Access to Property and Information</u>	14
	4. <u>Record Retention, Documentation, Availability of Information</u>	14
	5. <u>Off-Site Shipments</u>	15
	6. <u>Compliance With Other Laws</u>	15
	7. <u>Emergency Response and Notification of Releases</u>	16
	8. <u>Quality Assurance</u>	16
VIII.	<u>AUTHORITY OF THE U.S. EPA REMEDIAL PROJECT MANAGER</u>	17
IX.	<u>REIMBURSEMENT OF COSTS</u>	17
X.	<u>DISPUTE RESOLUTION</u>	18
XI.	<u>FORCE MAJEURE</u>	20
XII.	<u>STIPULATED AND STATUTORY PENALTIES</u>	21
XIII.	<u>RESERVATION OF RIGHTS</u>	22
XIV.	<u>OTHER CLAIMS</u>	23
XV.	<u>LIMITED COVENANT NOT TO SUE</u>	24
XVI.	<u>CONTRIBUTION PROTECTION</u>	24
XVII.	<u>INDEMNIFICATION</u>	25
XVIII.	<u>MODIFICATIONS</u>	25

XIX.	<u>NOTICE OF COMPLETION</u>	26
XX.	<u>SUBMITTALS/CORRESPONDENCE</u>	26
XXI.	<u>SEVERABILITY</u>	28
XXII.	<u>EFFECTIVE DATE AND COMPUTATION OF TIME</u>	28
SIGNATORIES		29

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5**

IN THE MATTER OF:)
)
)
)
)
FORD ROAD)
LANDFILL SITE)
)
ELYRIA, OHIO)
)
Respondents:)
)
See Attachment A)

Docket No.

ADMINISTRATIVE ORDER BY

CONSENT PURSUANT TO

SECTIONS 104, 107 & 122 OF THE

COMPREHENSIVE ENVIRONMENTAL RESPONSE,

COMPENSATION, AND LIABILITY ACT

OF 1980, as amended, 42 U.S.C.

§§ 9604, 9607 and 9622

I. JURISDICTION AND GENERAL PROVISIONS

This Administrative Order by Consent ("the Order") is entered voluntarily by the United States Environmental Protection Agency ("U.S. EPA") and the Respondents. The Order is issued pursuant to the authority vested in the President of the United States by Sections 104, 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. §§ 9604, 9607, and 9622. This authority has been delegated to the Administrator of the U.S. EPA by Executive Order No. 12580, January 23, 1987, 52 Federal Register 2923, and further delegated to the Regional Administrators by U.S. EPA Delegation Nos. 14-14-A, 14-14-C and 14-14-D, and to the Director, Superfund Division, Region 5, by Regional Delegation Nos. 14-14-A, 14-14-C and 14-14-D.

This Order requires the Respondents to conduct a Remedial Investigation and Feasibility Study ("RI/FS") to investigate the nature and extent of contamination at the Ford Road Landfill Site ("the Site") in Elyria, Lorain County, Ohio (generally depicted in figure 1), develop and evaluate potential remedial alternatives, and reimburse all costs associated with the performance of and oversight of the RI/FS. The RI/FS shall evaluate response actions pursuant to 40 CFR Part 300.430 to address the environmental concerns in connection with the areas of concern located within and surrounding the Site. Any further agreement may be proposed for incorporation into this Order pursuant to Section XVIII of this Order ("Modifications"). Remedial action(s) selected through the RI/FS process will be implemented pursuant to a Record of Decision to be issued by U.S. EPA.

A copy of this Order will also be provided to the State of Ohio, which has been notified of the issuance of this Order. U.S. EPA has also notified the Trustees of the negotiations in this action pursuant to the requirements of Section 122(j) of CERCLA.

The Respondents to this Consent Order agree to undertake all actions required by the terms and conditions hereunder, and consent to and will not contest or legally challenge the issuance of this Consent Order or the U.S. EPA's jurisdiction regarding this Consent Order. Respondents' participation in this Order does not constitute an admission of liability or of U.S. EPA's Findings of Fact contained in this Order except in a proceeding to enforce the terms of this Order. Respondents agree to comply with and be bound by the terms and conditions of this Order. In any action by U.S. EPA or the United States, Respondents consent to and agree not to contest the authority or jurisdiction of the Region 5 Superfund Division Director to issue or enforce this Order, and further agree not to contest the basis or validity of this Order or its terms.

II. PARTIES BOUND

This Order applies to and is binding upon U.S. EPA and upon Respondents and Respondents' heirs, agents, receivers, trustees, successors, assigns, officers, directors, and principals. The signatories to this Order certify that they are authorized to execute and legally bind the parties they represent to this Order. Any change in ownership or corporate status of Respondents or of the Site, including, but not limited to, any transfer of assets or real or personal property shall not alter Respondents' responsibilities under this Order. Respondents are jointly and severally liable for carrying out all activities required by this Order. Compliance or noncompliance by one or more Respondents with any provision of this Order shall not excuse or justify noncompliance by any other Respondent.

Respondents shall use their best efforts to provide a copy of this Order to any current or subsequent owners or successors before ownership rights or stock or assets in a corporate acquisition are transferred. Respondents shall ensure that all contractors, subcontractors, laboratories, consultants and representatives that perform any work under this Order, receive a copy of this Order prior to performing such work and comply with its terms. Respondents shall be responsible for compliance with this Order and for ensuring that their subsidiaries, employees, contractors, consultants, subcontractors, agents, and attorneys comply with this Order. Respondents shall file a copy of this Order with the local Recorder of Deeds.

III. STATEMENT OF PURPOSE

In entering into this Order, the objectives of U.S. EPA and the Respondents are: (a) to determine the nature and extent of contamination and any threat to the public health, welfare, or the environment caused by the release or threatened release of hazardous substances, pollutants or contaminants at or from the Site or facility, by conducting a remedial investigation; (b) to determine and evaluate alternatives for response action (if any) to prevent, mitigate or otherwise respond to or remedy any release or threatened release of hazardous substances, pollutants, or contaminants at or from the Site or facility, by conducting a feasibility study; and (c) to provide for the recovery of response and oversight costs incurred by U.S. EPA.

The activities conducted under this Order are subject to approval by U.S. EPA and shall provide all necessary information for the RI/FS and for a Record of Decision that is consistent with CERCLA and the National Contingency Plan (NCP) 40 CFR 300. The activities conducted under this Consent Order shall be conducted in compliance with the SOW and all applicable U.S. EPA guidances, policies, and procedures.

IV. FINDINGS OF FACT

Based on available information U.S. EPA hereby finds the following:

1. The Ford Road Landfill Site is a 15-acre inactive facility located in Elyria, Lorain County. The Site is located on the northern edge of Elyria on Ford Road, about 1.5 miles from interchange 8 of the Ohio Turnpike, Interstate 90. The Site is bordered by an intermittent stream and a sewer main that is covered with riprap to the north, a ravine and rural land to the south, the Black River to the east, and Ford Road and the Black River Preserve to the west. The Site's geographic coordinates are approximately 41° 24' 11" N latitude and 082° 05' 49" W longitude. The U.S. EPA spill identification number is 0574 and the U.S. EPA facility identification number is OHD 980510002.
2. The landfill was in operation since the early 1900's. Brotherton Disposal Company, Brotherton Disposal, Inc. and Browning-Ferris Industries of Ohio, Inc. operated a landfill at the site for various periods in the 1960s and early 1970s. According to Lorain County Records, George C. Brotherton and Phyllis J. Brotherton, doing business as Brotherton Disposal

and later as Brotherton Disposal, Inc., leased the landfill from Jack Joseph from 1964 to 1973. In 1972, Brotherton Disposal, Inc. merged with Browning-Ferris Industries of Ohio, Inc. In 1973, Brotherton Disposal Inc. leased the landfill from the Lorain County Metropolitan Park District. The current owner of the Site is the Lorain County Metropolitan Parks District. The landfill was originally a ravine which has been filled to the same level as Ford Road. There are approximately 2500 people living within a 1-mile radius of the Site. The nearest resident is living 200-feet to the northwest of the Site.

3. The landfill accepted municipal and various industrial wastes in drums and in bulk including, but not limited to, the following wastes: 700 tons of hazardous materials including heavy metals, other inorganic substances, and miscellaneous catalysts and insecticides from Harshaw Chemicals, a division of Gulf Oil Chemical Company; 3.3 million pounds of chemical wastes including organics, solvents, resins, oils and sludges, elastomers, acrylates, and latex emulsions from B.F. Goodrich Company's Chemical Group; and 32,000 gallons of sludge per day from 1963 to 1970 from General Motors. Some of the wastes were burned on the Site. Foundry sand, slag, and dried sludges were used for cover material. Foundry sand and slag were disposed at the Site from the Elyria Foundry and Abex - Elyria Brake Shoe. Hazardous materials were transported from the Harshaw Chemical Company to the Site by the following: Harshaw Chemical from 1950 to 1971, Browning-Ferris Industries of Ohio from 1971 to 1979, A.A. Rocco Trucking Corporation from 1971 to 1972 and Chemline Corporation from 1973 to 1976. Ford Motor Company supplied "chemfix" sludge to be disposed of as cover material at the Site. Wastes from General Industries were also disposed of at the Site.
4. Leachate from the landfill was found to be discharging into the Black River by Ohio EPA and the Elyria City Department of Health. The leachate was sampled in 1980 and found to contain ammonia, lead, boron, cadmium, zinc, barium, chromium, titanium, tetrahydrofuran, polychlorinated biphenyls ("PCBs"), dimethylbenzene, ethylbenzene, 3,3,5-trimethylcyclohexanone, trimethylcyclohexanol, 1,1-oxybisbenzene, methylenebisbenzene, and bis(2-ethylhexyl)phthalate. Sediments were also sampled and found to contain bis(2-ethylhexyl)phthalate, phenol, methylphenol, 1H-Indole, and tetradecanediols.

5. On October 20, 1980, U.S. EPA requested that the Lorain County Metropolitan Park District and Browning Ferris Industries, Inc. (BFI), intercept and contain leachate streams emanating from the Site. In response, BFI added soil to the Site and removed some refuse near the river which was transported to the Lorain County Landfill.
6. In July 1983, a U.S. EPA contractor, Ecology and Environment sampled groundwater at the Site. The groundwater was found to contain acetone, alpha-benzene hexachloride (alpha-BHC), and methylene chloride.
7. On March 8, 1993, a U.S. EPA contractor, PRC inspected the Site. PRC found a leachate seep flowing toward the Black River near the northeast corner of the Site. On May 18, 1993, PRC sampled soil, surface water, sediment, and groundwater at the Site. PRC completed an Expanded Site Inspection report dated January 10, 1994, discussing the results of the investigation and previous investigations. Fourteen substances were detected in the samples at levels above background. Acetone, 1,1-dichloroethene, potassium, and sodium were significantly elevated in the groundwater samples. Arochlor-1254, delta-BHC, alpha chlordane, calcium, lead and zinc were significantly elevated in sediment samples. Arsenic, barium, manganese, and nickel were significantly elevated in both sediment and groundwater. Many of these substances can reasonably be attributed to hazardous waste disposal at the Site.
8. The Black River is used as a fishery by the local population. Consumption of contaminated fish could result in exposure to humans. Ecological receptors may be exposed to contaminated leachate and sediments in the Black River and wetlands adjacent to the Site. The habitat of a threatened species, *Ichthyomyzon unicuspis*, exists in the Black River, approximately 11 miles downstream of the Site.
9. The Site has been scored for inclusion on the National Priorities List ("NPL"). U.S. EPA expects that the RI/FS will be conducted by Respondents without listing of the Site on the NPL. However, U.S. EPA reserves its rights to propose the Site for inclusion on the NPL in the future.
10. On information and belief, parties that own and/or operate, or previously owned and/or operated, portions of the waste disposal areas (including individuals/parties that own/owned and/or operate/operated property where wastes migrated to) at the Site, include, but are not limited to the following:

Brotherton Disposal, Inc.;

Browning Ferris Industries of Ohio, Inc.;

City of Elyria;

Max Joseph;

Jack and Goldie Joseph;

Lorain County Metropolitan Parks District; and

Mendelson Reduction Company.

11. On information and belief, parties which generated wastes, arranged for transportation or transported wastes to the Site, include, but are not limited to the following:

A.A. Rocco Trucking Corporation;

Abex - Elyria Brake Shoe;

The B.F. Goodrich Chemical Company a division of the B.F. Goodrich Company, a.k.a. The B.F. Goodrich Company Chemical Group, n.k.a. Goodrich Corporation;

Brotherton Disposal, Inc.

Browning Ferris Industries of Ohio, Inc.;

Chemline Corporation;

Elyria Foundry;

Ford Motor Company;

General Motors Corporation;

General Industries; and

Harshaw Chemical Company, a division of Kewanee Industries, Inc.

V. CONCLUSIONS OF LAW AND DETERMINATIONS

Based on the Findings of Fact set forth above, and the Administrative Record in this matter, U.S. EPA has determined that:

1. The Ford Road Landfill Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).
2. The chemicals detected at the Site referenced in Section IV, Findings of Fact of this Order, are "hazardous substances" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14) or constitute any pollutant or contaminant that may present an imminent or substantial endangerment to public health or welfare or the environment under Section 104(a)(1) of CERCLA.
3. According to Notifications of Hazardous Waste Sites, hazardous wastes were disposed of at the Site. Any hazardous wastes having the characteristics identified under or listed pursuant to the Solid Waste Disposal Act, 42 U.S.C. § 6921, and its implementing regulations, are considered "hazardous substances" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).
4. Each Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).
5. Each Respondent is a person who either allegedly generated the hazardous substances found at the Site, is a person who at the time of disposal of any hazardous substances owned or operated the Site, or is a person who arranged for disposal or transport for disposal of hazardous substances at the Site. Each Respondent therefore is a potentially responsible party under 104, 107, and 122 of CERCLA, 42 U.S.C. § 9604, 9607, and 9622 o(a).
6. The presence of hazardous substances at the Site or the past, present or potential migration of hazardous substances currently located at or emanating from the Site, or the placement of hazardous substances from the Site onto off-site areas constitute actual and/or threatened "releases" of hazardous substances from the facility into the "environment" as defined by Sections 101(8) and (22) of CERCLA, 42 U.S.C. §§ 9601(8) and (22).
7. The actions required by this Order are necessary to protect the public health, welfare, or the environment, or in the public interest, 42 U.S.C. Section 9622 (a), and are

consistent with CERCLA and the NCP, 42 U.S.C. Sections 9604 (a)(1), 9622(a), and will expedite effective remedial action and minimize litigation, 42 U.S.C. Section 9622(a).

VI. NOTICE

By providing a copy of this Order to the State, U.S. EPA is notifying the State of Ohio that this Order is being issued and that U.S. EPA is the lead agency for coordinating, overseeing, and enforcing the response action required by the Order.

VII. WORK TO BE PERFORMED

Based upon the foregoing Findings of Fact, Conclusions of Law and Determinations, and the Administrative Record for this Site, it is hereby ordered and agreed that each Respondent shall comply with the following provisions, including but not limited to all attachments to this Order, and all documents incorporated by reference into this Order, and perform the actions required hereunder.

Respondents shall perform an RI/FS in accordance with the attached Statement of Work ("SOW"). The SOW is incorporated into and made an enforceable part of this Order as if fully set forth herein. The areas of the Site and areas where hazardous substances, pollutants, and/or contaminants from the Site, may have migrated to or have come to be placed, including the Black River will be subject to the RI/FS.

Upon request by U.S. EPA, Respondents shall assist U.S. EPA or their authorized representatives in taking split and/or duplicate samples of any samples collected by Respondents or their contractors or agents while performing work under this Order. Respondents shall notify U.S. EPA not less than 14 calendar days in advance of any sample collection activity. U.S. EPA shall have the right to take any additional samples that it deems necessary.

1. Designation of Contractor, Project Coordinator, or Remedial Project Manager

Respondents shall perform the actions required by this Order themselves or retain a contractor to undertake and complete the requirements of this Order. Respondents shall notify U.S. EPA of Respondents' qualifications or the name and qualifications of such contractor, whichever is applicable, within 30 calendar days of the effective date of this Order. Respondents shall also notify U.S. EPA of the name and qualifications of any other contractors or subcontractors retained to perform work under this Order at

least 10 calendar days prior to commencement of such work. With respect to any proposed contractor, the Respondent(s) shall demonstrate that the proposed contractor has a quality system which complies with ANSI/ASQC E4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs," (American National Standard, January 5, 1995), by submitting a copy of the proposed contractor's Quality Management Plan (QMP). The QMP should be prepared in accordance with "EPA Requirements for Quality Management Plans (QA/R-2)," (EPA/240/B-01/002, March 2001) or equivalent documentation as determined by EPA. U.S. EPA retains the right to disapprove of the Respondents or any of the contractors and/or subcontractors retained by the Respondents. If U.S. EPA disapproves a selected contractor, Respondents shall retain a different contractor within 30 calendar days following U.S. EPA's disapproval, and shall notify U.S. EPA of that contractor's name and qualifications within 45 calendar days of U.S. EPA's disapproval.

Within 14 calendar days after the effective date of this Order, the Respondents shall designate a Project Coordinator who shall be responsible for administration of all the Respondents' actions required by the Order. Respondents shall submit the designated coordinator's name, mailing address, e-mail address, telephone number, and qualifications to U.S. EPA. U.S. EPA retains the right to disapprove of any Project Coordinator named by the Respondents. If U.S. EPA disapproves a selected Project Coordinator, Respondents shall retain a different Project Coordinator within 21 calendar days following U.S. EPA's disapproval and shall notify U.S. EPA of that person's name and qualifications within 30 calendar days of U.S. EPA's disapproval. Receipt by Respondents' Project Coordinator of any notice or communication from U.S. EPA relating to this Order shall constitute receipt by all Respondents.

The U.S. EPA has designated Matthew Ohl of the Remedial Response Branch, Region 5, as its Remedial Project Manager ("RPM"). Respondents shall direct all submissions required by this Order to the RPM along with the required copies in accordance with Section XX (Submittals/Correspondence). All Respondents are encouraged to make their submissions to U.S. EPA on recycled paper (which includes significant post-consumer waste paper content where possible) and using two-sided copies and on CD-ROM disks, as determined by the RPM.

U.S. EPA and the Respondents shall have the right, subject to the immediately preceding paragraph, to change their designated RPM or Project Coordinator. U.S. EPA shall notify the Respondents, and

Respondents shall notify U.S. EPA, as early as possible before such a change is made, but in no case less than 24 hours before such a change. The initial notification may be made orally but it shall be promptly followed by a written notice within 4 calendar days of oral notification. U.S. EPA shall have the same right to disapprove changes and additions to personnel as it has hereunder regarding the initial designation.

2. Scoping

U.S. EPA determines the site-specific objectives of the RI/FS and devises a general management approach for the Site as stated in the attached Statement of Work. Subject to U.S. EPA review and approval, Respondents shall conduct additional scoping activities as described in the attached Statement of Work and U.S. EPA guidance documents.

2.1 RI/FS Work Plan

Within 60 calendar days of the effective date of this Order, Respondents shall submit to U.S. EPA a complete RI/FS work plan that meets the requirements of this Order, the attached SOW, and U.S. EPA guidance and includes an enforceable schedule for the completion of all RI/FS activities. The RI/FS work plan shall include a health and safety plan and a sampling and analysis plan, consisting of a field sampling plan and a quality assurance project plan as described in the Statement of Work and guidances, including, without limitation, "EPA Guidance for Quality Assurance Project Plans (QA/G-5)" (EPA/600/R-98/018, February 1998), and "EPA Requirements for Quality Assurance Project Plans (QA/R-5)" (EPA 240/B-01/003, March 2001).

U.S. EPA may approve, approve with conditions, modify, disapprove, or require revisions to the work plan in whole or in part. If U.S. EPA provides conditions, disapproves or requires revisions to the work plan or any portion thereof, Respondents shall amend and submit a revised work plan incorporating and following all of the directions in U.S. EPA's comments within 30 calendar days of receiving the comments.

Upon U.S. EPA approval or approval with conditions of the work plan in whole or in part, Respondents shall implement all approved activities required by the work plan in accordance with the approved schedules. Respondents shall not commence or undertake any activities either on or off-site without prior U.S. EPA approval.

In the event of any U.S. EPA disapproval of any revised work plan, Respondents may be deemed in violation of this Order. U.S. EPA retains the right to terminate this Order, or any part or subpart herein, and conduct a complete work plan and related activities, and obtain reimbursement for costs incurred in conducting the work plan and the related activities from the Respondents.

2.2 RI/FS Report

Within 90 calendar days after completion of investigation activities and the detailed analysis of alternatives or written request by U.S. EPA, Respondents shall submit to U.S. EPA a complete RI/FS report that meets the requirements of this Order, the attached SOW, and U.S. EPA guidance.

U.S. EPA may approve, approve with conditions, modify, disapprove, or require revisions to the report in whole or in part. If U.S. EPA provides conditions, disapproves or requires revisions to the report or any portion thereof, Respondents shall amend and submit a revised report incorporating and following all of the directions in U.S. EPA's comments within 30 calendar days of receiving the comments.

In the event of any U.S. EPA disapproval of any revised report, Respondents may be deemed in violation of this Order. U.S. EPA retains the right to terminate this Order, or any part or subpart herein, and conduct a complete RI/FS report and related activities and obtain reimbursement for costs incurred in conducting the report and related activities from the Respondents.

The RI/FS report shall also include the following certification signed by a person who supervised or directed the preparation of that report:

Under penalty of law, I certify that, to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of this Report, the information submitted is true, accurate, and complete.

Respondents shall not commence or undertake any remedial actions at the Site without prior U.S. EPA approval.

The RI/FS report shall be consistent with, at a minimum, U.S. EPA guidance entitled, "Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA" (U.S. EPA, Office of Emergency and Remedial Response, October, 1988) and any other guidance that U.S. EPA uses in conducting a RI/FS.

2.3 Other Submittals, including but not limited to, progress reports, any treatability study work plans and reports, technical memoranda including those regarding the site characterization summary, the baseline risk assessment, identification of candidate technologies, the remedial alternatives development and screening, and the detailed analysis of alternatives.

In accordance with the approved schedule for the RI/FS or written request by U.S. EPA, Respondents shall submit to U.S. EPA other submittals that meet the requirements of this Order, the attached SOW, and U.S. EPA guidance.

U.S. EPA may approve, approve with conditions, modify, disapprove, or require revisions to any other submittals, in whole or in part, that are related to this Order. If U.S. EPA provides conditions, disapproves or requires revisions to the submittals or any portion thereof, Respondents shall amend and submit revised submittals incorporating and following all of the directions in U.S. EPA's comments within 30 calendar days of receiving the comments.

Upon U.S. EPA approval or approval with conditions of the submittals in whole or in part, Respondents shall implement all approved activities required by the submittals in accordance with the approved schedules. Respondents shall not commence or undertake any activities either on or off-site without prior U.S. EPA approval.

In the event of any U.S. EPA disapproval of any revised submittal, Respondents may be deemed in violation of this Order. U.S. EPA retains the right to terminate this Order, or any part or subpart herein, and conduct a complete work plan and the sampling activities, and obtain reimbursement for costs incurred in conducting the work plan and the sampling activities from the Respondents.

2.4 Reporting

Respondents shall submit a monthly written progress report to U.S. EPA concerning actions undertaken pursuant to this Order, beginning 30 calendar days after the effective date of this Order, unless otherwise directed in writing by the RPM. These reports shall (1) describe all developments during the preceding month including the work performed and any problems encountered, (2) include all results of sampling and tests and all other data received during the preceding month, (3) describe any developments anticipated during the next three months including an enforceable schedule, and (4) describe anticipated problems, and planned resolutions of past or anticipated problems.

Respondents shall make best efforts to ensure that the owner(s) of any portion of the Site shall, at least 60 calendar days prior to the conveyance of any interest in real property at the Site, give written notice of this Order to the transferee and written notice of the proposed conveyance to U.S. EPA. The notice to U.S. EPA shall include the name and address of the transferee. Respondents shall make best efforts to ensure that any party conveying such an interest shall require that the transferee will provide access as described in Section VII.3. (Access to Property and Information).

2.5 Additional Work

In the event that the U.S. EPA or the Respondents determine(s) that additional work is necessary to accomplish the objectives of the RI/FS, notification of such additional work shall be provided to the other part(y)(ies) in writing. Any additional work which Respondents determine to be necessary shall be subject to U.S. EPA written approval prior to commencement of the additional work. Respondents shall complete, in accordance with standards, specifications, and schedules U.S. EPA has approved, any additional work Respondents have proposed, and which U.S. EPA has approved in writing or that U.S. EPA has determined to be necessary, and has provided written notice of pursuant to this paragraph.

3. Access to Property and Information

Respondents shall make best efforts to obtain access to the Site and off-site areas to which access is necessary to implement this Order, and shall provide access to all records and documentation related to the conditions at the Site and the actions conducted pursuant to this Order. Such access shall be provided to U.S. EPA and the Trustees and their employees, contractors, agents, consultants, designees, representatives, and United States Government representatives. These individuals shall be permitted to move freely at the Site and appropriate off-site areas to which Respondents has access in order to conduct actions which U.S. EPA determines to be necessary. Respondents shall submit to U.S. EPA, upon receipt, the results of all sampling or tests and all other data generated by Respondents or their contractor(s), or on the Respondents' behalf during implementation of this Order.

Where work or action under this Order is to be performed in areas owned by or in possession of someone other than Respondents, Respondents shall use their best efforts to obtain all necessary access agreements within 45 calendar days after the effective date of this Order, or as otherwise specified in writing by the RPM. Respondents shall immediately notify U.S. EPA followed by written

notification within 4 calendar days if, after using their best efforts, they are unable to obtain such agreements. Respondents shall describe in writing their efforts to obtain access.

U.S. EPA may, in its discretion, then assist Respondents in gaining access, to the extent necessary to effectuate the actions described herein, using such means as U.S. EPA deem appropriate. Respondents shall reimburse U.S. EPA for all costs and attorneys fees incurred by the United States in obtaining such access.

4. Record Retention, Documentation, Availability of Information

Respondents shall preserve all documents and information relating to work performed under this Order, or relating to the hazardous substances found on or released from the Site, for six years following completion of the actions required by this Order. At the end of this six year period and at least 60 calendar days before any document or information is destroyed, Respondents shall notify U.S. EPA that such documents and information are available to U.S. EPA for inspection, and upon request, shall provide the originals or copies of such documents and information to U.S. EPA. In addition, Respondents shall provide copies of any such documents and information retained under this Section at any time before expiration of the six year period at the written request of U.S. EPA.

If Respondents assert a privilege in lieu of providing documents, they shall provide U.S. EPA with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the contents of the document, record, or information; and (6) the privilege asserted by Respondents. However, no documents, reports, or other information created or generated pursuant to the requirements of this Order shall be withheld on the grounds that they are privileged.

5. Off-Site Shipments

All hazardous substances, pollutants or contaminants removed off-site pursuant to this Order for treatment, storage or disposal shall be treated, stored, or disposed of at a facility in compliance, as determined by U.S. EPA, with the U.S. EPA Revised Off-Site Rule, 40 CFR § 300.440, 58 Federal Register 49215 (Sept. 22, 1993). Prior to any off-site shipment, Respondents shall provide written notification to the RPM and the appropriate State offices of such shipment.

6. Compliance With Other Laws

Respondents shall perform all activities required pursuant to this Order in accordance with all the requirements of all federal and state laws and regulations. U.S. EPA has determined that the activities required by this Order are consistent with the National Contingency Plan ("NCP").

Except as provided in Section 121(e) of CERCLA and the NCP, no permit shall be required for any portion of the activities conducted entirely on-site. Where any portion of the activities is to be conducted off-site and requires a federal or state permit or approval, the Respondents shall submit timely and complete applications and take all other actions necessary to obtain and to comply with all such permits or approvals. In the event that such permits are not issued to allow for off-site activities, U.S. EPA agrees that the specific activities directly related to and dependant upon such permit may be deferred until the permit is issued.

This Order is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.

7. Emergency Response and Notification of Releases

If any incident, or change in Site conditions, during the activities conducted pursuant to this Order causes or threatens to cause an additional release of hazardous substances from the Site or an endangerment to the public health, welfare, or the environment, the Respondents shall immediately take all appropriate action to prevent, abate or minimize such release or endangerment caused or threatened by the release. Respondents shall also immediately notify the RPM or, in the event of his unavailability, shall notify the Regional Duty Officer, Emergency Response Branch, Region 5 at (312) 353-2318, of the incident or Site conditions. If Respondents fail to respond, U.S. EPA may respond to the release or endangerment and reserves the right to recover costs associated with that response.

Respondents shall submit a written report to U.S. EPA within 10 calendar days after each release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. Respondents shall also comply with any other notification requirements, including those in CERCLA Section 103, 42 U.S.C. § 9603, and Section 304 of the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 11004.

8. Quality Assurance

Respondent(s) shall assure that work performed, samples taken and analyses conducted conform to the requirements of the Statement of Work, the QAPP and guidances identified therein. Respondent(s) will assure that field personnel used by Respondent(s) are properly trained in the use of field equipment and in chain of custody procedures. Respondent(s) shall only use laboratories which have a documented quality system that complies with ANSI/ASQC E4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs," (American National Standard, January 5, 1995) and "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B-01/002, March 2001) or equivalent documentation as determined by EPA. EPA may consider laboratories accredited under the National Environmental Laboratory Accreditation Program (NELAP) to meet the quality system requirements.

VIII. AUTHORITY OF THE U.S. EPA REMEDIAL PROJECT MANAGER

The RPM shall be responsible for overseeing the implementation of this Order. The RPMs shall have the authority vested in an RPM and OSC by the NCP, including the authority to halt, conduct, or direct any activities required by this Order, or to direct any other response action undertaken by U.S. EPA or Respondents at the Site. Absence of the RPM from the Site shall not be cause for stoppage of work unless specifically directed by the RPM.

IX. REIMBURSEMENT OF COSTS

Respondents shall pay all Oversight Costs of the United States related to the Site that are not inconsistent with the NCP. U.S. EPA's bills will include an Itemized Cost Summary.

U.S. EPA will send Respondents a bill for "Oversight Costs" on an annual basis. "Oversight Costs" are all costs, including, but not limited to, direct and indirect costs, that the United States, U.S. EPA, and their employees, agents, contractors, consultants, and other authorized representatives incur in inspecting, sampling, monitoring, reviewing or developing plans, reports and other items pursuant to this AOC. "Oversight Costs" shall also include all costs, including direct and indirect costs, paid by the United States relating to this AOC between April 1, 2002, and the effective date of this AOC.

Respondents shall, within 45 calendar days of receipt of a bill from U.S. EPA, remit a cashier's or certified check for the amount

of the bill made payable to the "Hazardous Substance Superfund," to the following address:

U.S. Environmental Protection Agency
Superfund Accounting
P.O. Box 70753
Chicago, Illinois 60673

Respondents shall simultaneously transmit a copy of the check to the Director, Superfund Division, U.S. EPA Region 5, 77 West Jackson Blvd., mailcode S-6J, Chicago, Illinois, 60604-3590. Payments shall be designated as "Response Costs - Ford Road Landfill Site" and shall reference the payor(')s(') name and address, the EPA site identification number (0574), and the docket number of this Order.

In the event that any payment is not made within the deadlines described above, Respondents shall pay interest on the unpaid balance. Interest is established at the rate specified in Section 107(a) of CERCLA, 42 U.S.C. § 9607(a). The interest shall begin to accrue on the date of the Respondents' receipt of the bill. Interest shall accrue at the rate specified through the date of the payment. Payments of interest made under this paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondents' failure to make timely payments under this Section.

If any dispute over costs is resolved before payment is due, the amount due will be adjusted as necessary. If the dispute is not resolved before payment is due, Respondents shall pay the full amount of the uncontested costs into the Hazardous Substance Fund as specified above on or before the due date. Within the same time period, Respondents shall pay the full amount of the contested costs into an interest-bearing escrow account. Respondents shall simultaneously transmit a copy of both checks to the RPM. Respondents shall ensure that the prevailing party or parties in the dispute shall receive the amount upon which they prevailed from the escrow funds plus interest within 20 calendar days after the dispute is resolved.

X. DISPUTE RESOLUTION

The parties to this Order shall attempt to resolve, expeditiously and informally, any disagreements concerning this Order.

If the Respondents object to any U.S. EPA action taken pursuant to this Order, including billings for response costs, the Respondents shall notify U.S. EPA in writing of their objection(s) within 21

calendar days of such action, unless the objection(s) has (have) been informally resolved. This written notice shall include a statement of the issues in dispute, a description of the attempts to resolve the matter informally, the relevant facts upon which the dispute is based, all factual data, analysis or opinion supporting Respondents' position, and all supporting documentation on which the Respondents rely (hereinafter the "Statement of Position").

U.S. EPA and Respondents shall within 15 calendar days of U.S. EPA's receipt of the Respondents' Statement of Position, attempt to resolve the dispute through formal negotiations ("Negotiation Period"). The Negotiation Period of 15 calendar days may be extended at the sole discretion of U.S. EPA. U.S. EPA's decision regarding an extension of the Negotiation Period shall not constitute a U.S. EPA action subject to dispute resolution or a final Agency action giving rise to judicial review.

An administrative record of any dispute under this Section shall be maintained by U.S. EPA. The record shall include the written notification of such dispute, and the Statement of Position served pursuant to the preceding paragraph.

Any agreement reached by the parties pursuant to this Section shall be in writing, signed by U.S. EPA and by the Respondents' Project Coordinator as duly authorized by all Respondents, and shall upon the signatures be incorporated into and become an enforceable element of this Order. If the parties are unable to reach an agreement within the Negotiation Period the Director of the U.S. EPA Superfund Division, Region 5 will issue a written decision on the dispute to the Respondents. The decision of U.S. EPA shall be incorporated into and become an enforceable element of this Order upon Respondents' receipt of the decision regarding the dispute.

Respondents' obligations under this Order shall not be tolled by submission of any objection for dispute resolution under this Section. Following resolution of the dispute, as provided by this Section, Respondents shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with U.S. EPA's decision, whichever occurs. No U.S. EPA decision made pursuant to this Section shall constitute a final Agency action giving rise to judicial review.

XI. FORCE MAJEURE

Respondents agree to perform all requirements under this Order within the time limits established under this Order, unless the performance is delayed by a force majeure. For purposes of this Order, a force majeure is defined as any event arising from causes beyond the control of Respondents that delays or prevents performance of any obligation under this Order despite Respondents' best efforts to fulfill the obligation. Force majeure does not include financial inability to complete the work, increased cost of performance, or normal weather events.

Respondents shall notify U.S. EPA orally within 24 hours after Respondents become aware of any event that Respondents contend constitute a force majeure, and in writing within 7 calendar days after Respondents become aware of any events which constitute a force majeure. Such notice shall: identify the event causing the delay or anticipated delay; estimate the anticipated length of delay, including necessary demobilization and re-mobilization; state the measures taken or to be taken to minimize the delay; and estimate the timetable for implementation of the measures. Respondents shall take all reasonable measures to avoid and minimize the delays. Failure to comply with the notice provision of this Section shall be grounds for U.S. EPA to deny Respondents an extension of time for performance. Respondents shall have the burden of demonstrating by a preponderance of the evidence that the event is a force majeure, that the delay is warranted under the circumstances, and that best efforts were exercised to avoid and mitigate the effects of the delay to the satisfaction of U.S. EPA.

If U.S. EPA determines a delay in performance of a requirement under this Order is or was attributable to a force majeure, the time period for performance of that requirement shall be extended as deemed necessary by U.S. EPA. Such an extension shall not alter Respondents' obligation to perform or complete other tasks required by the Order which are not directly affected by the force majeure.

XII. STIPULATED AND STATUTORY PENALTIES

For each calendar day, or portion thereof, that Respondents fail to fully perform any requirement of this Order in accordance with the schedule established pursuant to this Order, Respondents shall be liable as follows:

<u>Deliverable/Activity</u>	<u>Penalty For Days 1-7</u>	<u>Penalty For > 7 Days</u>
Failure to Submit a work plan or RI/FS Report	\$500/Day	\$1500/Day
Failure to Submit a revised work plan or RI/FS Report	\$500/Day	\$1500/Day
Failure to Submit a Data Report or a Technical Memorandum	\$500/Day	\$1,500/Day
Late Submittal of Progress Reports or Other Miscellaneous Reports/Submittals	\$500/Day	\$1000/Day
Failure to Meet any Scheduled Deadline in the Order or in Schedules for Work to be Performed under this Order	\$500/Day	\$1500/Day

Upon receipt of written demand by U.S. EPA, Respondents shall make payment to U.S. EPA within 30 calendar days and interest shall accrue on late payments in accordance with Section IX of this Order ("Reimbursement of Costs").

Even if violations are simultaneous, separate penalties shall accrue for separate violations of this Order. Penalties accrue and are assessed per violation per day. Penalties shall accrue regardless of whether U.S. EPA has notified Respondents of a violation or act of noncompliance. The payment of penalties shall not alter in any way Respondents' obligation(s) to complete the performance of the work required under this Order. Stipulated

penalties shall accrue, but need not be paid, during any dispute resolution period concerning the particular penalties at issue. If Respondents prevail upon resolution, Respondents shall pay only such penalties as the resolution requires. In its unreviewable discretion, U.S. EPA may waive its rights to demand all or a portion of the stipulated penalties due under this Section.

The stipulated penalties set forth above shall not be the sole or exclusive remedy for violations of this Order and shall not preclude U.S. EPA from pursuing any other remedy or sanctions which are available to the agencies because of the Respondent(s) failure to comply with this Consent Order. Should Respondents violate this Order or any portion hereof, U.S. EPA may carry out all or part of the required actions unilaterally, pursuant to Section 104 of CERCLA, 42 U.S.C. §§ 9604. Payment of stipulated penalties does not alter Respondent(s) obligation to complete performance under this Consent Order.

XIII. RESERVATION OF RIGHTS

Except as specifically provided in this Order, nothing herein shall limit the power and authority of U.S. EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants, contaminants, or hazardous or solid waste on, at, or from the Site. U.S. EPA reserves the right to bring an action against Respondents to recover Past Response Costs incurred at the Site, to enforce the Oversight Cost reimbursement requirements of this Order, to collect stipulated penalties assessed pursuant to Section XII of this Order, and to seek penalties pursuant to Section 109 of CERCLA, 42 U.S.C. § 9609. U.S. EPA also reserves the right to seek legal or equitable relief to enforce the terms of this Order, to take any other legal or equitable action as it deems appropriate and necessary, or to require the Respondents in the future to perform additional activities pursuant to CERCLA or any other applicable law. U.S. EPA reserves its rights in regard to claims, prior actions, orders, or agreements with Respondents. The covenant not to sue by U.S. EPA set forth in Section XV does not pertain to any matters other than those expressly identified therein. The United States and U.S. EPA reserve, and this Agreement is without prejudice to, all rights against the Respondents with respect to all other matters, including but not limited to:

a. liability for failure of Respondents to meet a requirement of this Order by Consent;

b. liability for costs incurred or to be incurred that are not Oversight Costs as defined in Section IX of this Order;

c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606, excluding work performed under the terms of this Order by Consent;

d. criminal liability; and

e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

XIV. OTHER CLAIMS

By issuance of this Order, the United States and U.S. EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents. The United States or U.S. EPA shall not be a party or be held out as a party to any contract entered into by the Respondents or their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out activities pursuant to this Order.

Except as expressly provided in Section XV (Covenant Not To Sue), nothing in this Order constitutes a satisfaction of or release from any claim or cause of action against the Respondents or any person not a party to this Order, for any liability such person may have under CERCLA, other statutes, or the common law, including but not limited to any claims of the United States for costs, damages and interest under Sections 106(a) or 107(a) of CERCLA, 42 U.S.C. §§ 9606(a), 9607(a).

This Order does not constitute a preauthorization of funds under Section 111(a)(2) of CERCLA, 42 U.S.C. § 9611(a)(2). The Respondents waive any claim to payment under Sections 106(b), 111, and 112 of CERCLA, 42 U.S.C. §§ 9606(b), 9611, and 9612, against the United States or the Hazardous Substance Superfund arising out of any action performed under this Order. Respondents further waive all other statutory and common law claims against U.S. EPA, including, but not limited to, contribution and counter claims, relating to or arising out of conduct of the RI/FS, except to the extent Respondents demonstrate that U.S. EPA contributed waste to the Site.

No action or decision by U.S. EPA pursuant to this Order shall give rise to any right to judicial review except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

Respondents shall bear their own costs and attorneys' fees.

XV. LIMITED COVENANT NOT TO SUE

Except as otherwise specifically provided in this Order, upon issuance of the U.S. EPA notice referred to in Section XIX (Notice of Completion), U.S. EPA covenants not to sue Respondents for judicial imposition of damages or civil penalties or to take administrative action against Respondents for any failure to perform actions agreed to in this Order except as otherwise reserved herein.

Except as otherwise specifically provided in this Order, in consideration and upon Respondents' payment of Oversight Costs specified in Section IX of this Order, U.S. EPA covenant not to sue or to take administrative action against Respondents under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for recovery of Oversight Costs incurred by the United States in connection with this action or this Order. This covenant not to sue shall take effect upon the receipt by U.S. EPA of the payments required by Section IX (Reimbursement of Costs).

This covenant not to sue is conditioned upon the complete and satisfactory performance by Respondents of their obligations under this Order as determined by U.S. EPA. This covenant not to sue extends only to the Respondents and does not extend to any other person.

XVI. CONTRIBUTION PROTECTION

With regard to claims for contribution against Respondents for matters specifically addressed in this Order, the Parties hereto agree that the Respondents are entitled to protection from contribution actions or claims to the extent provided by Section 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4) upon receipt of the Notice of Completion described in Section XIX of this Order. Contribution protection applies only to the extent that a Respondent complies with this Order and participates with the Group in the performance of work hereunder. In the event a Respondent ceases to participate in the Group's performance of work then the contribution protection conferred shall be limited to the work completed as of the date such Respondent ceased participation with the Group.

XVII. INDEMNIFICATION

Respondents agree to indemnify, save and hold harmless the United States, its agencies, departments, officials, agents, contractors,

subcontractors, employees and representatives from any and all claims or causes of action: (A) arising from, or on account of, acts or omissions of Respondents and Respondents' officers, heirs, directors, employees, agents, contractors, subcontractors, receivers, trustees, successors or assigns, in carrying out actions pursuant to this Order; (B) for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between (any one or more of) Respondents, and any persons for performance of work on or relating to the Site, including claims on account of construction delays; and (C) for any claim or cause of action against the United States based on negligent action taken solely and directly by U.S. EPA including oversight, modification and/or approval or disapproval of plans or activities of the Respondents or personnel performing work under this order. U.S. EPA shall not be construed to be a party to any contract involving the Respondents at the Site.

XVIII. MODIFICATIONS

Except as otherwise specified in Section VII (Work To Be Performed), if any party believes modifications to any plan or schedule are necessary during the course of this project, they shall conduct informal discussions regarding such modifications with the other parties. Any agreed-upon modifications to any plan or schedule shall be memorialized in writing within 10 calendar days; however, the effective date of the modification shall be the date of the RPM's oral direction. Any other requirements of this Order may be modified in writing by mutual agreement of the parties. Any modification to this Order shall be incorporated into and made an enforceable part of this Order.

If Respondents seek permission to deviate from any approved plan or schedule, Respondents' Project Coordinator shall submit a written request to U.S. EPA for approval outlining the proposed modification and its basis.

No informal advice, guidance, suggestion, or comment by U.S. EPA regarding reports, plans, specifications, schedules, or any other writing submitted by the Respondents shall relieve Respondents of their obligations to obtain such formal approval as may be required by this Order, and to comply with all requirements of this Order unless it is formally modified.

XIX. NOTICE OF COMPLETION

When U.S. EPA determines that all work, including the RI/FS Report, has been fully performed in accordance with this Order, U.S. EPA will provide written notice to the Respondents.

XX. SUBMITTALS/CORRESPONDENCE

Any notices, documents, information, reports, plans, approvals, disapprovals, or other correspondence required to be submitted from one party to another under this Order, shall be deemed submitted either when hand-delivered or as of the date of receipt by certified mail/return receipt requested, express mail, or facsimile in accordance with this Section. Electronic copies of documents shall be provided to U.S. EPA in the format reasonably requested by the Agency.

U.S. EPA and the Respondents shall have the right to change their designated contacts. U.S. EPA shall notify the Respondents, and Respondents shall notify U.S. EPA, as early as possible before such a change is made, but in no case less than 24 hours before such a change. The initial notification may be made orally but it shall be promptly followed by a written notice within 4 calendar days of oral notification. U.S. EPA shall have the same right to disapprove changes and additions to personnel as it has under Section VII.

Correspondence and communications from U.S. EPA should be directed to:

Bruce C. Amig
Goodrich Corporation
4 Coliseum Center
2730 W. Tyvola Road
Charlotte North Carolina, 28217-4578
Telephone: 704-423-7091
Facsimile: 704-423-7572
Email: "bruce.amig@goodrich.com"

With a copy to:

Richard T. Hughes
Chevron Texaco Law Department
1111 Bagby Street, Suite 4098
Houston, TX 77002

Telephone: 713-752-3288
Facsimile: 713-752-4762
E-mail: rhughes@chevrontexaco.com

All correspondence, communication, and submittals from Respondents shall be directed to the following individuals and additional individuals identified by the U.S. EPA Remedial Project Manager:

Matthew J. Ohl
Remedial Project Manager
United States Environmental Protection Agency
77 West Jackson Boulevard, Mailcode SR-6J
Chicago, Illinois 60604-3590
Phone: 312-886-4442
Fax: 312-886-4071
Email: "ohl.matthew@epa.gov"

With copies to:

Robert Thompson
Associate Regional Counsel
U.S. EPA - Region 5
77 West Jackson Boulevard, Mailcode C-14J
Chicago, Illinois 606064-3590
Phone: 312-353-6700
Fax: 312-886-0747
E-mail: "thompson.robertl@epa.gov"

Eileen Mohr
Division of Emergency and Remedial Response
Ohio Environmental Protection Agency
Northeast District Office
2110 East Aurora Road
Twinsburg, Ohio 44087
Phone: 330-963-1221
Fax: 330-487-0769
E-mail: "Eileen.Mohr@epa.state.oh.us"

Sheila Abraham
Ohio Environmental Protection Agency
Northeast District Office
2110 East Aurora Road
Twinsburg, Ohio 44087
Phone: 330-963-1200
Fax: 330-487-0769
E-mail: "Sheila.Abraham@epa.state.oh.us"

XXI. SEVERABILITY

If a court of competent jurisdiction issues an order that invalidates any provision of this Order or finds that Respondents have sufficient cause not to comply with one or more provisions of this Order, Respondents shall remain bound to comply with all provisions of this Order not invalidated by the court's order.

XXII. EFFECTIVE DATE AND COMPUTATION OF TIME

This Order shall be effective upon signature by the Director, Superfund Division, U.S. EPA Region 5. U.S. EPA will promptly provide written notice to Respondents' designee in Section XX when this Order has been executed. For the purposes of this Order, the term "day" shall mean a calendar day. In computing any period of time under this Order, where the last day of the period would fall on a Saturday or Sunday, the period shall run until noon, Central Time of the following Monday.

IN THE MATTER OF:

FORD ROAD LANDFILL SITE

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

IT IS SO ORDERED AND AGREED

BY: _____
William E. Muno, Director
Superfund Division, United States
Environmental Protection Agency
Region 5

DATE: _____

IN THE MATTER OF:
FORD ROAD LANDFILL SITE

BY: _____ DATE: _____

[Name and address of Respondent's signatory]

FOR: _____ [Name and address of Respondent]

Attachment A

The following is a list of Respondents for the Administrative Order on Consent for the RI/FS at the Ford Road Landfill Site in Elyria, Lorain County, Ohio.

Browning Ferris Industries of Ohio, Inc.

Goodrich Corporation, f.k.a. B. F. Goodrich Company and PolyOne Corporation

Ford Motor Company

General Motors Corporation

Chevron Environmental Management Company and Kewanee Industries, Inc.